

Exhibit B

May 2, 2011
(Revised May 5, 2011)

Matt Walsh

Dear Matt,

Telvent DTN is pleased to recognize your significant contributions and offer you a leadership promotion as Telvent DTN's VP of Business Development, effective Monday, April 4, 2011.

1. Compensation and Employee Benefits. Your Annualized base salary will be increased to \$180,000 effective April 4, 2011 payable in accordance with the Company's standard payroll schedule; and eligibility for a bonus of up to 30% of base salary based upon performance of both company and individual goals. In addition,

- A graduate school award of up to \$140,000 total will be available to you to pay your tuition expenses for the period (2011 - 2015) contingent upon your continued service with Telvent DTN. In the event you resign before 12/31/2012 you will be expected to reimburse the Company for 100% of the cost of tuition paid to date. If you should resign on or before 12/31/2013, you will be expected to reimburse the Company 50% of the tuition paid to date and if you resign on or before 12/31/2014, you will be expected to reimburse the Company 25% of the total tuition paid to date. In the event your employment is terminated, other than for "cause", you will not be required to reimburse Telvent.
 - Cause is defined as termination resulting from (1) your being convicted of a felony, (2) fraud, embezzlement or other misappropriation of funds or property of the Company, (3) gross misconduct or gross negligence by you that is injurious, directly or indirectly, in any respect to the Company, or (4) your failure to perform in any material respect any of your material obligations under this agreement as an employee of the Company.
- Relocation will not be required as long as business objectives are met. In the event relocation would be required, the Company will provide six months notice, as well as, a reasonable relocation allowance.

As a full-time employee of the Company, you will continue to be eligible to participate in Company-sponsored benefits that the Company makes available to its employees.

- 2. Employment Relationship.** The terms of your employment with the Company are for no specific period of time. Your employment with the Company will be "at will," meaning that either you or the Company may terminate your employment at any time and for any reason, with or without Cause or Good Reason. This is the full and complete agreement between you and the Company on this term.
- 3. Outside Activities.** While you render services to the Company, you agree that you will not engage in any other employment, consulting or other business activity without the prior written consent of the Company in its sole discretion.

4. **No Solicitation:** You agree that for a period of twelve (12) months following your termination, you will not, directly or indirectly, whether as an employee, agent, consultant, independent contractor, owner, partner or otherwise,
- Employ, engage, hire, solicit for employment, offer employment, or discuss employment with, whether as an employee or independent contractor, or
 - Advise or recommend to any other person that such person employ, engage, hire, solicit for employment, offer employment or discuss employment with, whether as an employee or independent contractor, or any Company employee employed by the Company on the date of the termination of your employment with whom you had personal contact or Confidential Information.
5. **No Competition:** You agree that for a period of twelve (12) months following your termination, you shall not directly or indirectly (i) engage for your own account in any business similar to or competitive with any business presently or hereafter conducted by the Company or any of the Related Entities or (ii) perform any services in any capacity for any person or entity or any business similar to or competitive with, (other than with the consent of the CEO of the Company, which constitute engaging in any of the Businesses in any capacity. It shall be understood that the non-compete is not meant to preclude you from viable alternative employment. However it is expected that any alternative employment that is questionable in terms of potential breach of the terms in your offer letter or in this agreement will be disclosed by you to Telvent prior to accepting alternative employment for our review.
6. **Withholding Taxes.** All amounts of compensation referred to in this letter are subject to reduction by the Company to meet all applicable withholding and payroll tax requirements.

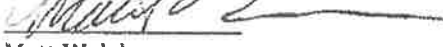
We hope that you find the foregoing terms acceptable. You may indicate your agreement with these terms and accept this offer by signing and dating the line provided below and returning the executed copy to the undersigned.

If you have any questions, please call me at (952) 882-4338.

Very truly yours,

Lori Cocking
VP Human Resources

I have read and accept this employment offer:

By: 
Signature of: Matt Walsh
Title: Vice President Development Agriculture